



CITY OF
SAN DIEGO



Request for Proposals
at
Brown Field Airport

Submittal Deadline: February 6, 2009



EXECUTIVE SUMMARY

The City of San Diego (“City”) hereby invites respondents to submit proposals to develop and operate an aviation related business on Brown Field Airport (“Airport”). The lease term shall be contingent upon the capital investment required to fully develop the project and the project’s overall contribution to the City’s mission to develop, operate, maintain and promote Brown Field Airport for the public benefit of the airport users and the communities it serves. The development of compatible, aeronautical real estate projects at the Airport will support the City’s mission and public policy objectives.

The City reserves the right to reject any or all proposals. The submission of any information or participation in the selection process is not an implied or expressed agreement to accept any future proposal by the submitters. No agreement can be created or implied with the City of San Diego, until an express agreement is approved by the Mayor and City Council. All submitters must sign Exhibit “D” acknowledging that the City shall not be held responsible or liable for any costs the submitters incurred during the process leading up to and including potential Mayor and City Council approval. This includes, but is not limited to: costs incurred in preparing their submissions; for the selected submitter’s costs during the RFP process, or any costs deriving from any future lease negotiation period, up to approval of the proposed project by the Mayor and City Council.

Location: The site is the vacant land situated between the west end of the existing concrete ramp and Heritage Rd., totaling more than Ten (10) acres (Exhibit “A”). Brown Field has large jet aircraft capability and is in close proximity to the large developing community of Otay Mesa with affordable housing close to the United States/Mexican border.

Potential Development: Competitive proposals for aviation development at the Airport in accordance with the City’s objectives, Brown Field Airport Minimum Standards (Exhibit “B”) and Federal Aviation Administration requirements will be considered. The Airport is unzoned and land uses, which are governed by the FAA, City of San Diego, Airport Master Plan and Otay Mesa Development Standards, are applicable. Examples of developments include, but are not limited to airplane hangars, corporate flight services, charter services, ramp area, fueling services, catering services, ground services, aircraft maintenance, testing and design facilities, aviation support services or other aviation related operations, using all or part of the site.



- Opportunity:** Development of a highly visible site located near a major thoroughfare close to substantial residential communities and the United States/Mexican border. The Airport is located within an area where the California Enterprise Zone Program would apply. Brown Field is also designated as a Foreign Trade Zone.
- Development Team:** Qualified development teams must have substantial experience in developing and operating airport facilities and/or aviation facilities. It is critical that the team include an experienced aviation related developer and operator with experience in designing large-scale aviation facilities. Emphasis will be placed on financial capability.
1. Strong financial capability to construct any proposed improvements; and
 2. Continuous and active experience providing successful commercial aviation development during the past five (5) years; and
 3. Evidence of insurance and insurability; and
 4. Evidence of financial responsibility to include disclosure of any liens, bankruptcies or litigation; and
 5. Compliance with the Brown Field Master Plan, a copy of the current Airport Layout Plan is attached (Exhibit "C").
- Agreement Type:** Ground Lease based on the type of project proposed, capital investment required to fully develop the project, and an overall project contribution to the Airport's mission.
- Developer Selection:** A five-stage process (each stage is subject solely to City discretion):
- **First Stage:** Proposal submittal.
 - **Second Stage:** Evaluation of submittals by Airport staff & Selection Committee.
 - **Third Stage:** One developer to be selected for an Exclusive Negotiations Agreement (ENA).
 - **Fourth Stage:** Land Use and Housing Committee Approval of ENA.
 - **Fifth Stage:** City Council Approval of Lease Agreement.



Questions: There will be no pre-submittal meeting. Questions must be submitted in writing no later than January 23, 2009. The questions and responses will be posted on the Airports website (www.sandiego.gov/airports) no later than January 30, 2009.

RFP Submittal Deadline: February 6, 2009, 4:00 PM

INTERESTED PARTIES SHOULD DIRECT INQUIRIES AND SUBMISSION TO:

Christian Anderson, Airport development Coordinator
City of San Diego
Public Works – Airports Division
3750 John J. Montgomery Dr, San Diego, CA 92123
(858) 573-1433 FAX (858) 279-0536
email: canderson@sandiego.gov

SUBMITTAL DEADLINE:

Friday, February 6, 2009 (4:00 p.m.)

INTRODUCTION

The City of San Diego's Airports Division manages the City owned airport property, Montgomery Field and Brown Field Airports. Brown Field Airport (SDM) encompasses approximately 880 acres in Otay Mesa, and is located immediately North of the United States border with Mexico. In 2006 the airport recorded more than 135,000 operations and in 2007 operations increased to over 146,000. Brown Field's most notable feature is the 8,000 ft. runway which can accommodate a wide range of aircraft. Brown Field serves as a general aviation airport, and port-of-entry for private aircraft coming into the United States from Mexico



DESCRIPTION OF THE SITE

The vacant ten (10) acre site has been minimally developed and was recently occupied by auto re-sale lots and an underground fuel farm, which was removed. This is an excellent location for an aviation related development due to its proximity to the ramp. The boundaries of the Site may be adjusted to fit the aviation development and the needs of the airport.

THE OPPORTUNITY

This Request for Proposals ("RFP") describes an outstanding development opportunity at Brown Field Airport in the Otay Mesa area of the City of San Diego. Creative and capable developers or development teams are invited to submit sufficient information regarding their development expertise (including approaches to development, financial capability, and other relevant information) to enable the City to select a developer(s) for this exciting aviation development opportunity.



The development opportunity is located between the west end of the existing concrete ramp and Heritage Rd., totaling more than Ten (10) acres (the “Site”), on Brown Field Airport. However, conceptual proposals are not limited to the entire Site. Additional configurations may be requested by the development team.

The vacant ten (10) acre site has been minimally developed and was recently occupied by auto re-sale lots and an underground fuel farm, which was removed. This is an excellent location for aircraft refueling and a combination of the following: airframe and power plant maintenance, flight training, aircraft rental, aircraft charter or air taxi, avionics sales and service, aircraft storage/hangar rentals and pilot services or any other appropriate aviation use. The boundaries of the Site may be adjusted to fit the aviation demand as well as the needs of the airport. However, any aviation related use will be considered. Development of this site should compliment the future development currently underway at Brown Field.

THE CHALLENGE

Aviation related development at the Airport must be in accordance with the City’s objectives and Federal Aviation Administration requirements. The Airport is unzoned and land uses are governed by the FAA, City of San Diego, Airport Master Plan and reviewed by the Airports Advisory Committee and Otay Mesa Community Planning Group. The Mayor and City Council have ultimate authority over all development proposals. Prospective development teams are invited to submit information regarding their experience, financial capabilities, and expertise in aviation development and/or other aviation uses along with a proposed range of value for the Site. The objective will be to develop and implement a signature project that will provide new jobs and development at Brown Field Airport.

OTAY MESA COMMUNITY

The Otay Mesa area is a community within the City of San Diego, located east of I-805 and South of Chula Vista, and was developed as an industrial area in 1985 because of the creation of the Otay Mesa Port of Entry. After seventeen years, Otay Mesa has become California's largest commercial land border port of entry and one of the busiest commercial land border crossings in the United States. Otay Mesa is home to the first Dedicated Commuter Lane, Brown Field airport, large parcels of value priced industrial land and numerous economic development incentives programs such as the State Enterprise Zone and the Foreign Trade Zone, all designed to induce companies to locate in the region.

More recently, development has begun in East Otay Mesa, located in the unincorporated area of the County of San Diego. Plans are already underway in East Otay Mesa to establish a high technology business park.

With three major freeways, a higher education center and over 11,000 homes under development, Otay Mesa houses more than 1,200 companies with more than 17,000 employees. Otay Mesa’s population is expected to grow substantially during the foreseeable future with civilian employment more than doubling.

San Diego is known for its unparalleled quality of life, excellent public education, health services, high tech industry and high quality communications. Mexico is known for its world-



class manufacturing and affordable skilled labor force. Together Otay Mesa and the Baja California region of Mexico combine to become a powerhouse for manufacturers; one of the reasons why major corporations, such as SANYO, SONY, Honeywell and Panasonic, have made significant investments in the San Diego/ Baja California Region.

DEVELOPER RESPONSIBILITIES

Under the terms of this Request for Proposals, the developer will assume, among other potential responsibilities of their proposed development the following responsibilities:

1. The Developer will be required to pay for all off-site improvements, including but not limited to: new roads, curbs/gutters, sidewalks, landscaping, traffic control or other infrastructure improvements.
2. Developer will prepare all required environmental documents to the satisfaction of the City's Development Services Department.
3. All costs relating to site acquisition, relocation, demolition, and remediation shall be advanced by the Developer.
4. Compliance with the Brown Field Master Plan, a copy of the current Airport Layout Plan (Exhibit "C") is included with this RFP.
5. Developers assume the total cost for submitting a response to this RFP.

ENVIRONMENTAL CONDITION

The east side of property was the site of an underground fuel farm, which was removed and the west side recently held auto re-sale lots. The selected developer will be responsible for securing compliance with the California Environmental Quality Act of 1970 at their sole expense. Appropriate application for environmental review of the proposed improvements must be made by the successful developer upon selection.

QUALIFICATION REQUIREMENTS

The developer selected to develop the site will need to meet all applicable city, local, state and federal requirements. Additionally, the developer must comply with the Airport's Minimum Standards. The selected developer will work primarily with City staff for review, with ultimate approval authority resting solely with the Mayor and City Council. The developer selected must demonstrate the experience and resources needed to design and develop the proposed project. In evaluating the proposals, important factors in considering the most qualified respondents will be: direct, extensive prior experience in projects of exceptional design, construction management, project marketing, current financial capacity or access to funding sources, and the ability to complete the project in a timely manner. A concise, professional, and complete response to this RFP is required by the City in order to identify the most qualified developer.



SELECTION CRITERIA

Airport staff and the selection committee intend to select and recommend developer(s) or development team(s) to the City Council based on the following criteria: demonstration of expertise, professional qualifications, strong financial resources and quality of information submitted in response to the RFP, interviews, evaluation of past projects and performance, and other pertinent factors. The following is a guide to the criteria that will be used in evaluating proposals:

Proposal and Developer/Development Team Characteristics include:

- Experience in developing, marketing, and operating high quality FBOs and/or other aviation uses;
- Experience in the design, construction and management of aviation related projects;
- Demonstrated ability to develop a project, which is an asset and a “correct fit” with the City’s goals for the airport;
- Ability to provide local resources, experience or capability to assure timely implementation of the proposed development;
- Demonstrated ability to comply with the City’s Equal Employment Opportunity Program; and
- Appropriateness of the business transaction proposed by the developer or development team.

Financial Resources and Project Financing include:

- Demonstrated ability to provide project funding, including current relationships with major lenders and past funding experience with FBO projects and/or other aviation uses;
- Ability to provide sufficient project equity to demonstrate commitment to the success of the project and to satisfy conventional lender requirements; and
- Ability to generate development concepts for the project that will create a high quality, successful project, meeting both City and respondent objectives.

Project Architecture/Planning/Design include:

- Demonstration of architectural and aviation design experience on projects similar in quality and scale to the proposed project;
- Design experience with projects in a variety of airport settings;
- Ability of design team to focus on the unique characteristics of regional developments; and
- Ability of design team to integrate ancillary aviation elements into the development.



PROPOSAL CONTENTS

All proposals must include as a minimum the information specified below. Failure to include this information will seriously detract from a proposal and may be cause for its rejection. The inclusion of any additional information, which will assist in the evaluation, is encouraged. The adequacy, depth and clarity of the proposal will influence, to a considerable degree, its evaluation. The proposal submitted must be complete enough for selection to be made based solely on its contents. Proposers are advised to make their best offer in their proposals.

Each proposal **MUST** include the following items:

1. Identification. The complete identity, including social security number, address, daytime phone number, and employment of the proposer; or the name of the organization, the organization's Federal Tax ID number and the names and addresses of the principals who will be responsible for the operation of the business and their position in the firm. If the business is a privately held corporation, a listing of all stockholders, their interest in the company as related to percentage of ownership, and their interest, if any, in the operations of the entity must be included.
2. Developer Experience and Ability. Previous experience in developing and managing high quality commercial developments including the developers experience in the design, construction and management of projects of similar scope and size should be included. The proposer must demonstrate an ability to develop a project which is analogous with the City's goals for the airport and community.
3. Development Team References. Each member should include three professional references (lenders, investors, major accounts, etc.), with full names, relationship to the team member, address and telephone number. Provide a very concise narrative identifying any development team experience in developing projects in a redevelopment area and/or developing projects in a public/private partnership, and providing references for the projects.
4. Financial Statements. Current financial statements, audited or CPA prepared, or tax returns for the preceding year is required. Each proposer shall submit a full and detailed statement of their true financial condition as of January 1, 2008, or as recent as possible, if that date is not available. The statement shall include the proposer's assets, liabilities and net worth, including the availability of operation capital and its source.



5. Financing. If the proposer plans to use borrowed capital, then the amount of borrowed capital, proposed for the improvements and operation and its source and terms of repayment, must be included in the financial statement. Evidence of the proposer's ability to obtain insurance in an amount appropriate with the proposed project should be included.
6. Proposed Uses. A precise description of all activities associated with the proposed development is required.
7. Proposed Improvements. The proposal must include a development plan which consists of a plot plan and proposed developments.
8. Minimum Standards. The proposed development must be consistent with the attached Brown Field Airport Minimum Standards.
9. Development Schedule. A detailed development schedule for all phases of development.
10. Financial Projections. Income and expense projections based on one, five and ten year periods must be included.
11. Proposed Term. Proposed term of the agreement and the justification therefore in terms of the amount of investment.
12. Rental Offer. Rent shall be offered as a guaranteed minimum annual rent.
13. Proposal Security Deposit. A proposal security deposit in the form of a check certified by a responsible bank, or a cashier's check payable to the City Treasurer in the amount of Twenty Five Thousand Dollars (\$25,000) must be submitted with each proposal.

**DELIVERY OF PROPOSALS:**

The delivery of the proposal to the City prior to the deadline is solely and strictly the responsibility of the Proposer. The delivery deadline is February 6, 2009, 4:00 PM local time. The City will in no way be responsible for delays caused by the United States Postal Service or for delays caused by any other occurrence.

Hand or Mail Delivery: Christian Anderson, Airport Development Coordinator
City of San Diego
Public Works – Airports Division
3750 John J. Montgomery Dr, San Diego, CA 92123
(858) 573-1433 FAX (858) 279-0536
email: canderson@sanidiego.gov

(Proposals delivered in person will be given a time/date receipt by City Staff)

Sealed and Labeled: All Proposals shall be sealed and labeled:
SEALED PROPOSAL:
Brown Field RFP

COST OF PREPARATION:

The cost of preparing a proposal to this RFP whether or not selected, and all subsequent costs incurred leading up to a potential hearing before the Mayor and City Council shall be borne entirely by the Proposer.

RFP COMPLIANCE:

It is the responsibility of each Proposer to carefully examine this RFP and to judge for itself all of the circumstances and conditions which may affect its proposal and subsequent construction, operation and management of the development proposed pursuant to a final Lease Agreement. Any data furnished by the City is for informational purposes only and is not warranted. Proposer's use of any such information shall be at the Proposer's own risk. Failure on the part of any Proposer to examine, inspect, and to be completely knowledgeable of the terms and conditions of a final Lease Agreement, operational conditions, environmental information or any other relevant documents or information shall not relieve the selected Proposer from fully complying with this RFP. Proposals submitted early by Proposers may be withdrawn or modified prior to the Proposal deadline. Such requests must be in writing. Modifications received after the Proposal deadline will not be considered.

REQUESTS FOR INTERPRETATION OR CLARIFICATION:

No interpretation or clarification of the RFP will be made to any Proposer orally. If discrepancies or omissions are found by any prospective Proposer, or there is doubt as to the true



meaning of any part of the RFP, a written request for clarification or interpretation must be submitted in writing, addressed to:

Christian Anderson, Airport Development Coordinator
 City of San Diego
 Public Works – Airports Division
 3750 John J. Montgomery Dr, San Diego, CA 92123
 (858) 573-1433 FAX (858) 279-0536
 email: canderson@san Diego.gov

To be given consideration, such requests must be received at least ten (10) business days prior to the due date set for the submission of the proposals.

PROPOSED SCHEDULE AND PROCESS FOR DEVELOPMENT SELECTION

Airport staff will review and evaluate all responses to this RFP. Staff may meet with the development teams. Staff may seek additional information from developers, conduct site visits and reference checks as appropriate, and may request that teams make presentations to a Selection Committee. The City's selection of proposals will take the form of an invitation to exclusively negotiate. The solicitation, receipt and evaluation of proposals, and selection process are anticipated to observe the following timeline:

Issuance of RFP	September 2, 2008
Invite Responses to RFP	September 2-February 6, 2009
Evaluation by Staff/Selection Committee	February 6-April 3
Request Authorization from Council Committee to Exclusively Negotiate	May 2009
Negotiate Lease/Development Agreement	May -February 2010
Recommendation to Mayor and City Council/Approval of Agreement	February (Exact Date TBD)
THE CITY RESERVES THE RIGHT TO REJECT ANY AND/OR ALL PROPOSALS	

WARRANTY:

The Proposer warrants that the Proposal submitted is not made in the interest of or on behalf of any undisclosed party; that the Proposer has not, directly or indirectly, induced any other Proposer to submit a false Proposal; or that Proposer has not paid or agreed to pay to any party, either directly or indirectly, any money or other valuable consideration for assistance or aid rendered or to be rendered in attempting to procure the contract for the privileges granted herein.

**OPENING:**

There will be no “formal” proposal opening for this project. Proposals will be opened and evaluated after the published ***Proposal Deadline of 4:00 PM on February 6, 2009***, at the City of San Diego, Airports Division.

SUPPLEMENTAL INFORMATION:

The City reserves the right to request any supplemental information it deems necessary to evaluate a Proposer’s experience or qualifications. This may include supplemental financial information, scheduled interview(s) and/or additional presentations by a Proposer.

DEVELOPMENT TEAM:

Proposer shall identify the developer, project architect(s) and other members of the developer’s team or consultants who would be responsible for implementing the proposed project (name of individual, firm address, and telephone number) is required. Provide a very concise narrative addressing the availability of local resources, experience or capability to assure timely implementation of the proposed development.

PROPOSAL SECURITY DEPOSIT:

A proposal security deposit in the form of a forfeiture-type bond, a check certified by a responsible bank, or a cashier’s check payable to the City Treasurer in the amount of Twenty Five Thousand Dollars (\$25,000) must be submitted with each proposal. After the final selections have been confirmed, the deposits of all unsuccessful respondents will be returned.

Within three (3) business days of selection to enter into an Exclusive Negotiating Agreement (ENA), the successful respondent(s) will be required to deposit a separate Negotiating Deposit in the amount of \$25,000. This Negotiating Deposit will become non-refundable and will be used by the City to cover costs related to studies, evaluations completed for the project, and for certain transaction costs, including consultant and attorney’s fees, related to this RFP and/or negotiating subsequent agreements. An additional non-refundable fee may be charged if the parties extend the ENA beyond the initial period. The initial (\$25,000) deposit will be held as partial security against a selected respondent failing to proceed with the project. Upon execution of an agreement, the initial \$25,000 proposal security deposit will become non-refundable and will be used by the City to cover costs related to studies, evaluations completed for the project, and for certain transaction costs, including consultant and attorney’s fees, related to this RFP and/or negotiating subsequent agreements. No interest on any security deposit will be paid to any respondent.

**SUBMITTAL FORMAT:**

Proposals must be organized and tabbed consistent with the order of the submittal requirements outlined above. Submittals must consist of 8-1/2" x 11" sheets and 11" x 17" foldouts as necessary. Respondents must undertake thorough due diligence in preparing proposals. Respondents are requested to complete a detailed proforma for their proposal. The City reserves the right to request additional information during the evaluation of responses and to reject any or all proposals at its sole discretion. Ten (10) bound copies and one (1) unbound original (suitable for reproduction) of the proposal must be delivered to the offices of the Airports Division no later than 4:00 p.m. on February 6, 2009.

DUE DILIGENCE

The information provided in this RFP, including without limitation information regarding contamination and seismic issues, is to assist respondents with information the City have assembled as of this preliminary stage in the process. Any respondent which is selected will be expected to conduct its own due diligence in these matters prior to commencement of its development. Airports Division and the City make no representations or warranties with respect to these matters.

CONFLICTS OF INTEREST

Please note that State and local law makes it illegal for public officials or their employees to participate in the making of a contract in which he or she is financially interested. The law governing conflicts of interest defines the "making of a contract" to include responding to a Request for Proposals. The law further defines a public official very broadly to include members of advisory boards that are not actual parties to the contract. Any attempt to contact or communicate with an elected City official regarding this RFP, or a submission in response to this RFP, is grounds for disqualification. Prospective respondents who are aware of circumstances that could create a conflict of interest if a proposal were submitted are urged to contact staff immediately.

REGISTRATION OF INTEREST

Exhibit "E", a Registration of Interest Form, must be completed and returned prior to submittal of a proposal in response to this RFP. Complete and accurate registration will enable staff to inform registrants of any addendums to this RFP or to provide any additional information of interest prior to the deadline for submission of proposals.

[illegible]



EXHIBIT “B”

General Aviation Aeronautical Activities and FBO Minimum Standards for Brown Field Municipal Airport

Commercial Aeronautical Activities, an FBO

FBO services required:

- Service all types of aircraft
- Aviation fuel
- Ground services for passengers, crew and aircraft (lobby, customer service areas)
- Aircraft maintenance
- Aircraft parking with tiedowns
- Aircraft storage and/or hangars
- Office facilities
- Only FBOs can sell aviation fuel
- If Jet Fuel sold then must service all types of aircraft

Applicability

These Minimum Standards apply to the respondents of the Brown Field RFP

Subcontracting of services; master lessor remains obligated to meet these standards

1. INTRODUCTION

1.1. *Purpose and Scope*

The Minimum Standards set forth in this document are subordinate to the terms and provisions of any existing or future written agreements between the City of San Diego (CITY) and any Tenant, User or Occupant of Airport Property. These Minimum Standards are further subordinate to any rules or orders promulgated by any agency or subdivision of the United States government, including but not limited to the Federal Aviation Administration (FAA) and are subordinate to any and all federal, state or municipal laws or regulations pertaining to the development, operation and/or maintenance of airports.

- 1.1.1. The purpose of these Minimum Standards is to encourage, promote, and ensure: (1) the delivery of high quality General Aviation products, services, and facilities to Airport users, (2) the design and development of quality General Aviation Improvements at the Airport; (3) General Aviation safety and security, (4) the economic health of General Aviation businesses, and (5) the orderly development of Airport property for General Aviation purposes



- 1.1.2. To this end, all entities desiring to engage in General Aviation Aeronautical Activities at the Airport shall be accorded reasonable opportunities, without unjust discrimination, to engage in such Activities, subject to meeting (complying with) these Minimum Standards. Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards shall be established by the Airport Director on a case-by-case basis for such Activities and incorporated into the Operator's Agreement or Permit.
- 1.2. *Exclusive Rights*
- 1.2.1. In accordance with the Airport Assurances given to the federal and/or state government by the City of San Diego (City) as a condition to receiving federal and/or state funds, the granting of rights or privileges to engage in Commercial Aeronautical Activities shall not be construed in any manner as affording an Operator any Exclusive Right, other than the exclusive use of the land and/or Improvements that may be leased to the Operator, and then only to the extent provided in an Agreement or Permit.
- 1.2.2. The presence on the Airport of only one entity engaged in a particular Commercial Aeronautical Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the City not to enter into or promote an understanding, commitment, or express agreement to exclude other reasonably qualified entities. Accordingly, those who desire to enter into an Agreement or Permit with the City should neither expect nor request that the City exclude others who also desire to engage in the same or similar Activities. The opportunity to engage in a Commercial Aeronautical Activity shall be made available to those entities meeting (complying with) the qualifications and the requirements set forth in these Minimum Standards and as space may be available at the Airport to support such Activity provided such use is consistent with the current and planned uses of Airport land and Improvements and is in the best interest of the City.
- 1.2.3. If the FAA determines that any provision of these Minimum Standards or any Agreement or Permit or any practice constitutes a grant of a prohibited Exclusive Right, such provision or Agreement or Permit shall be deemed null and void and such practice shall be discontinued immediately.
- 1.3. *Applicability*
- 1.3.1. These Minimum Standards specify the standards and requirements that must be met (and complied with) by any entity desiring to engage in General Aviation Aeronautical Activities at the Airport. Throughout these Minimum Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by the Airport Manager. All entities are encouraged to exceed the applicable



minimum standards. No entity shall be allowed to engage in Aeronautical Activities at the Airport under conditions that do not, in the City's discretion, meet (comply with) these Minimum Standards.

1.3.2. These Minimum Standards shall apply to the respondents to the Brown Field RFP.

1.3.2.1. These Minimum Standards shall not affect any Agreement or Permit or amendment to such Agreement or Permit properly executed prior to the date of promulgation of these Minimum Standards except as provided for in such Agreement or Permit, in which case these Minimum Standards shall apply to the extent permitted by such Agreement or Permit.

1.3.2.2. Upon execution of a new Agreement or Permit or amendment to an existing Agreement or Permit, Operator shall be required to meet (comply with) these Minimum Standards.

1.3.2.3. These Minimum Standards shall not be deemed to modify any existing Agreement or Permit under which an entity is required to exceed these Minimum Standards, nor shall they prohibit the City from entering into or enforcing an Agreement or Permit that requires an entity to exceed the Minimum Standards.

1.3.3. If these Minimum Standards are amended after Operator enters into an Agreement or Permit with the City, the Operator shall not be required to increase Operator's Leased Premises or construct any additional Improvements to be in compliance with the amended Minimum Standards until such time as Operator's existing Agreement or Permit is amended (or an assignment is made to another entity acceptable to the City) or Operator enters into a new Agreement of Permit with the City.

2. GENERAL REQUIREMENTS

2.1. *Introduction*

2.1.1. All Operators engaging in Aeronautical Activities at the Airport shall meet (fully comply with) or exceed the requirements of this Section 2 as well as the minimum standards applicable to the Operator's Activities, as set forth in subsequent sections.

2.2. *Experience/Capability*

2.2.1. Operator shall, in the judgment of the City, demonstrate before and maintain during (throughout) the term of the Agreement or Permit, the following:

2.2.1.1. the capability of consistently providing the proposed products, services, and facilities and engaging in the proposed Activities in a safe, secure, efficient, courteous, prompt, and workmanlike (professional) manner in service to and to the benefit of the public, and



- 2.2.1.2. the financial and technical responsibility, capability, and integrity to develop and maintain required Improvements; procure and maintain required Vehicles, Equipment, and/or Aircraft; employ required personnel; and engage in the Activity .

2.3. *Agreement or Permit Approval*

- 2.3.1. No entity shall engage in an Activity unless the entity has an Agreement or Permit with the City authorizing such Activity or the entity has received prior written approval from the City to Sublease land or Improvements from an authorized Operator and engage in the Activity at the Airport.

- 2.3.2. An Agreement or Permit shall not reduce or limit Operator's obligations with respect to meeting (complying with) these Minimum Standards.

2.4. *Payment of Rents, Fees, and Charges*

- 2.4.1. Each Tenant, Operator or User shall pay all rents, fees, or other charges specified by CITY for engaging in any Activity or Use of Airport Property.

- 2.4.2. The failure of any Tenant, Operator or User to comply with terms and provisions of any Agreement with CITY for Activity on or Use of Airport Property pertaining to payment of rents, fees, or other charges shall be grounds for revocation or cancellation of any such Agreement.

2.5. *Leased Premises*

- 2.5.1. Operator shall lease or Sublease sufficient land and/or lease, Sublease, or construct sufficient Improvements for the Activity as required in these Minimum Standards.

- 2.5.1.1. Leased Premises that are used for Commercial purposes and require public access shall have direct public street side access.

2.5.2. *Apron/Paved Tiedowns*

- 2.5.2.1. Aprons/Paved Tiedowns (if required) must be adequate size and weight bearing capacity to accommodate the movement, staging, and Parking of Operator's, Operator's Sublessees', and customers' without interfering with the movement of Aircraft in and out of other facilities and the movement of Aircraft operating to/from/on Taxilanes or Taxiways.

- 2.5.2.2. Aprons shall be required in associated with hangars shall be equal to one and one-half times the hangar square footage and be able to accommodate the movement of Aircraft into and out of the hangar, staging, and Parking of Operators', Operators' Sublessees', and customers' Aircraft without interfering with the movement of



Aircraft in and out of other facilities and Aircraft operating to/from/on Taxilanes or Taxiways, whichever is greater.

2.5.3. Vehicle Parking

2.5.3.1. Paved Vehicle Parking shall be sufficient to accommodate all of Operators' and Operators' Sublessees' (if subleasing facilities) customers', employees', visitors', vendors', and suppliers' Vehicles on a daily basis. The sufficiency of Vehicle parking shall be determined in conjunction with the City.

2.5.3.2. Paved Vehicle Parking shall be on Operator's Leased Premises and/or located in close proximity to Operator's main facility.

2.5.3.3. On-street Vehicle Parking is not allowed.

2.6. *Facility Maintenance*

2.6.1. Operator shall maintain its Leased Premises (including all related and associated appurtenances, landscaping, paved areas, installed Equipment and utility services, lighting, and signage) in a clean, neat, orderly, and fully functional condition.

2.6.2. Operator shall provide all necessary cleaning services for its Leased Premises, including janitorial and custodial services, trash removal services, removal of foreign objects/debris, and any related services necessary to maintain the Improvements in good, clean, neat, orderly, and fully functional condition, normal wear and tear excepted.

2.6.3. Operator shall replace, in like kind, any Property damaged by its Employees, patrons, Sublessees, contractors, et.al. or by Operator's Activities.

2.7. *Products, Services, and Facilities*

2.7.1. Products, services, and facilities shall be available on a reasonable, and not unjustly discriminatory, basis to all Airport users.

2.7.2. Operator shall charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility

2.7.2.1. Operator may provide reasonable discounts, rebates, or other similar types of price reductions to volume purchasers.

2.7.3. Operator shall conduct its Activities on and from its Leased Premises in a safe, secure, efficient, courteous, prompt, and workmanlike (professional) manner consistent with the degree of care and skill exercised by experienced operators providing comparable products, services, and facilities and engaging in similar Activities from similar Leased Premises in like markets.



2.8. *Non-Discrimination*

- 2.8.1. Tenants, Operators or Users of Airport Property shall not discriminate against any person or class of persons in any manner prohibited by federal or state law in making any products, services or facilities available to the public, or in the use of any of any facilities under the care, custody and control of the Tenant, Operator or User, and shall comply with all terms or provisions pertaining to non-discrimination that are set forth in any Agreement entered into with CITY.

2.9. *Licenses, Permits, Certifications, and Ratings*

- 2.9.1. Operator and Operator's personnel shall obtain and comply with, at Operator's sole cost and expense, all necessary licenses, permits, certifications, or ratings required for the conduct of Operator's Activities at the Airport as required by the City or any other duly authorized Agency prior to engaging in any Activity at the Airport.
- 2.9.1.1. Operator shall keep in effect and post in a prominent place, readily accessible to the public, all necessary or required licenses, permits, certifications, or ratings.
- 2.9.1.2. Upon request, Operator shall provide copies of such licenses, permits, certifications, or ratings to the Airport Manager within 10 business days.

2.10. *Personnel*

- 2.10.1. The person managing the Operator's Activities shall have (and be able to demonstrate) at least five years recent experience managing a comparable Activities.
- 2.10.2. Operator shall have a responsible person on its Leased Premises to supervise Activities and such person shall be qualified and authorized to represent and act for and on behalf of Operator during all hours of Activities with respect to the method, manner, and conduct of the Operator and Operator's Activities.
- 2.10.2.1. When such responsible person is not on the Leased Premises, such individual shall be immediately available by telephone or pager.
- 2.10.3. Operator shall have in its employ, on duty, and on its Leased Premises during hours of Activity, properly trained, qualified, and courteous personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each Activity being conducted in a safe, secure, efficient, courteous, prompt, and workmanlike (professional) manner.
- 2.10.4. Operator shall control the conduct, demeanor, and appearance of its employees. It shall be the responsibility of the Operator to maintain close supervision over its employees to ensure that a high standard (quality) of products, services, and



facilities are provided in a safe, secure, efficient, courteous, prompt, and workmanlike (professional) manner.

2.11. *Aircraft, Equipment, and Vehicles*

2.11.1. All required Aircraft, Equipment, and Vehicles must be fully operational, functional, and available at all times and capable of providing all required products and services.

2.11.1.1. Aircraft, Equipment, and Vehicles may be unavailable, from time to time, on a temporary basis, as long as appropriate measures are taken to return the Aircraft, Equipment, or Vehicle to service as soon as possible.

2.11.1.2. Operator shall have at least one required Aircraft, Equipment, and/or Vehicle in a fully operationally functional condition at all times.

2.12. *Hours of Activity*

2.12.1. Hours of activity shall be clearly posted in public view using appropriate and professional signage approved in advance by the Airport Manager.

2.13. *Insurance*

Each Tenant, Operator or User of Airport Property shall procure and maintain policies of liability and/or property and casualty insurance as may be required by the terms or provisions pertaining to insurance that are set forth in any Agreement entered into with CITY. Further, a Tenant, Operator or User of Airport Property who engages in any Activity or Use that involves the generation, storage or disposal of any hazardous substances or that is known to, or is likely to, result in environmental contamination of Airport Property is required to procure and maintain a policy of environmental liability or similar insurance with insurance coverage limits deemed by CITY to be appropriate to any such Activity or Use.

2.14. *Indemnification and Hold Harmless*

Each Tenant, Operator or User of Airport Property shall agree, in writing, to defend, indemnify, protect, and hold the CITY, its elected officials, agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to any Tenant's, Operator's or User's employees, invitees, guests, agents, or officers, which arise out of or are in any manner directly or indirectly connected with the development or use of or operation on Airport Property or the work and operations to be performed under the Agreement, and all expenses of investigating and defending against same; provided, however, that the duty of any Tenant, Operator or User to indemnify and hold CITY harmless shall not include any claims or



liability arising from the established active negligence, sole negligence, or sole willful misconduct of CITY, its agents, officers, or employees.

2.15. *Taxes*

- 2.15.1. Each Tenant, Operator or User of Airport Property agrees to pay, before delinquency, all taxes, assessments, and fees assessed or levied upon Tenant, Operator or User, as an occupant or user of Airport Property, including the land, any buildings, structures, machines, equipment, appliances or other improvements or property of any nature whatsoever erected, installed or maintained by Tenant, Operator or User or levied by reason of the business or other activities of the Tenant, Operator or User related to the leased premises, including any licenses or permits. Every Agreement for occupancy or use of Airport Property shall require that any Tenant, Operator or User recognize and agree that said Agreement may create a possessory interest subject to property taxation, and that the Tenant, Operator or User of Airport Property may be subject to the payment of taxes levied on such interest, and that the Tenant, Operator or User shall pay all such possessory interest taxes. Every Agreement for occupancy or use of Airport Property shall further require that any Tenant, Operator or User of Airport Property further agrees that payment for such taxes, fees and assessments will not reduce any rent due CITY.

2.16. *Multiple Activities*

- 2.16.1. When more than one Activity is conducted at the Airport, the minimum standards shall be established by the Airport Manager.
- 2.16.2. Depending upon the nature of the combined Activities, the minimum standards shall not be:
- 2.16.2.1. less than the highest standard for each element (e.g., land, hangar, office, shop, etc.) within the combined Activities, or greater than the cumulative standards for all of the combined Activities.

3. FIXED BASE OPERATOR

3.1. *Introduction*

- 3.1.1. Only Authorized Fixed Base Operators (FBO's) shall be granted the right to sell aviation fuels.
- 3.1.2. A Fixed Base Operator (FBO) is a Commercial Operator engaged in the sale of products, services, and facilities for "all types of Aircraft" (piston and turbine-powered Aircraft) to include, at a minimum, the following Activities at the Airport: aviation Fuels and lubricants (Jet Fuel, Avgas, and Aircraft lubricants); passenger,



crew, and Aircraft ground services, support, and amenities; Aircraft Maintenance; and Aircraft Parking, Tiedown, hangar, office, and shop rental.

- 3.1.3. In addition to the General Requirements set forth in Section 2, each FBO at the Airport shall comply with the following minimum standards set forth in this Section 3.

3.2. *Scope of Activity*

- 3.2.1. FBO's products and services shall include the following:

- 3.2.2. Aviation Fuels and Lubricants (Jet Fuel, Avgas, and Aircraft Lubricants):

- 3.2.3. FBO shall deliver and dispense, upon request, Jet Fuel, Avgas, and Aircraft lubricants into all General Aviation Aircraft frequenting the Airport. Available within 15 minutes from an on-Airport, qualified fuel provider.

- 3.2.4. FBO shall provide a response time of no more than 15 minutes during required hours of activity (except in situations beyond the control of the FBO).

- 3.2.5. Passenger, Crew, and Aircraft Ground Services, Support, and Amenities

- 3.2.6. FBO shall meet, direct, and park all Aircraft arriving on FBO's Leased Premises with exception of Aircraft that have a designated (assigned) tiedown space or area.

- 3.2.7. FBO shall provide courtesy transportation for passengers, crew, and baggage, as necessary and/or appropriate.

- 3.2.8. FBO shall provide parking and Tiedown of Aircraft upon the FBO's Leased Premises.

- 3.2.9. FBO shall provide hangar storage of Aircraft upon the FBO's Leased Premises, to include in-out (Aircraft towing) service.

- 3.2.10. FBO shall provide crew and passenger baggage handling and other related arrival and departure services.

- 3.2.11. FBO shall provide oxygen and compressed air services and be able to provide nitrogen services through arrangement with an authorized entity at the Airport who meets the Minimum Standards for an Aircraft Maintenance Operator.

- 3.2.12. FBO shall provide lavatory services and Aircraft cleaning services.

- 3.2.13. FBO shall provide Aircraft ground power.



- 3.2.14. FBO shall be able to make crew and passenger ground transportation arrangements (Limousine, shuttle, and rental car).
- 3.2.15. FBO shall be able to make Aircraft catering arrangements.
- 3.2.16. Aircraft Maintenance
- 3.2.17. FBO shall provide, upon request, routine (minor) Aircraft line maintenance (Le., including preventative maintenance as defined in 14 CFR Part 43, Appendix A and excluding maintenance associated with 50 hour, 100 hour, annual inspections, major alteration, and major repair) on the airframe, powerplants, and associated systems of General Aviation Aircraft frequenting the Airport. Service may be provided directly through in-house or by procurement through contract services.
- 3.2.18. FBO can meet this requirement by arrangement (and through agreement) with an entity who: (1) meets the Minimum Standards for an Aircraft Maintenance Operator at the Airport, (2) is qualified to provide such services at the Airport, and (3) is authorized by the City to engage in such activities at the Airport.
- 3.2.19. If FBO has an arrangement (agreement) with a qualified and authorized Aircraft Maintenance Operator, FBO is not required to meet (comply with) the Minimum Standards relating to Aircraft Maintenance.
- 3.2.20. However, if, at any time, FBO does not have an arrangement (agreement) with a qualified and authorized Aircraft Maintenance Operator, FBO shall meet (fully comply with) the Minimum Standards relating to Aircraft Maintenance.
- 3.2.21. Aircraft Storage
 - 3.2.21.1. FBO shall develop, own, and/or lease facilities for the purpose of subleasing (to the public) Aircraft storage space and associated office or shop space (if such space is desired by the public) to entities engaging in Commercial or Non-Commercial Aeronautical Activities.
- 3.3. *Leased Premises*
 - 3.3.1. Minimum parcel of 8/10 acres for apron, facilities, vehicle parking apron of 4/5 acres
 - 3.3.2. Tiedown adequate for number, type and size of based and transient aircraft, but not less than 20 spaces
 - 3.3.3. Facilities total 44,000 sf (includes terminal, maintenance and hangar space)
 - 3.3.4. Terminal space of 3,000 sf, 2,000 sf dedicated to customer area, 1,000 sf dedicated to administrative area



- 3.3.5. Maintenance area of 1,000 sf for offices, work areas, parts and equipment
- 3.3.6. Hangar space of 40,000 sf, 20,000 sf for aircraft storage, 10,000 sf for maintenance
- 3.3.7. Vehicle parking not less than 0.5 acre (21,780 sf)
- 3.4. *Fuel Storage*
 - 3.4.1. All new fuel storage will be on-airport, above-ground
 - 3.4.1.1. Capacity for three days peak supply:
 - 20,000 gallons of Jet Fuel
 - 10,000 gallons of Avgas
 - 3.4.2. Supplier/distributor agreement
 - 3.4.3. Fuel delivery permit from City
 - 3.4.4. Maintain records
- 3.5. *Fueling Equipment*
 - 3.5.1. Two vehicles for Jet fuel, minimum capacity of 3,000 gallons
 - One vehicle for Avgas, minimum capacity of 750 gallons
 - Backup with self-serve or require written agreement with another FBO to provide Avgas
 - Vehicles have metering devices
 - One Jet fuel vehicle for over-the-wing and single-point fueling
- 3.6. *Equipment*
 - Wheel chocks, tie-down ropes
 - Oxygen cart, compressed air
 - Courtesy vehicle
 - Ramp vehicle
 - Two aircraft tow vehicles: one with draw bar capacity for heaviest aircraft at FBO
 - Two ground power units
 - Lavatory service cart
 - Spill kits
 - Fire extinguishers
 - Equipment for aircraft maintenance



3.7. *Personnel*

3.7.1. Personnel, while on duty, shall be clean, neat in appearance, courteous, and at all times, properly uniformed. Uniforms shall identify the name of the FBO and the employee and shall be clean, neat, professional, and properly maintained at all times.

3.7.1.1. Management and administrative personnel shall not be required to be uniformed.

3.7.2. FBO shall develop and maintain Standard Operating Procedures (SOP) for Fueling and ground handling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A "Aircraft Ground Handling and Servicing." FBO's SOP shall include a training plan, Fuel quality assurance procedures and record keeping, and emergency response procedures to Fuel spills and fires. FBO's SOP shall also address: regular safety inspections, bonding and fire protection; public protection; control of access to Fuel storage facilities; and marking and labeling of Fuel storage tanks and Refueling Vehicles. FBO's SOP shall be submitted to the Airport Manager no later than 30 days before the FBO commences Activities at the Airport (and it shall be resubmitted anytime changes are made).

3.7.3. FBO shall have two properly trained and qualified line service technicians (FBO Employees), on each shift, providing Aircraft Fueling, Parking, and ground services and support.

3.7.3.1. FBO shall have one supervisory line service technician (FBO Employee) trained in an FAA approved fire safety program (14 CFR Part 139.321).

3.7.4. FBO shall have one properly trained and qualified customer service representative (FBO Employee), on each shift to provide customer service and support.

3.7.5. FBO (or authorized Aircraft Maintenance Operator) shall have one Airframe and Powerplant Mechanic properly trained and qualified to provide Aircraft Maintenance on Aircraft frequenting the Airport.

3.8. *Hours of Activity*

Fueling, passenger, crew, aircraft services available 10 hours a day / 7 days a week

On-call services within 60 minutes

Maintenance available 5 days a week

On-call maintenance within 120 minutes

3.9. *Aircraft Removal*

3.9.1. As requested by airport operator/aircraft owner-respond within 30 minutes, to maintain readiness of airport and prepare aircraft removal plan.



EXHIBIT "C"

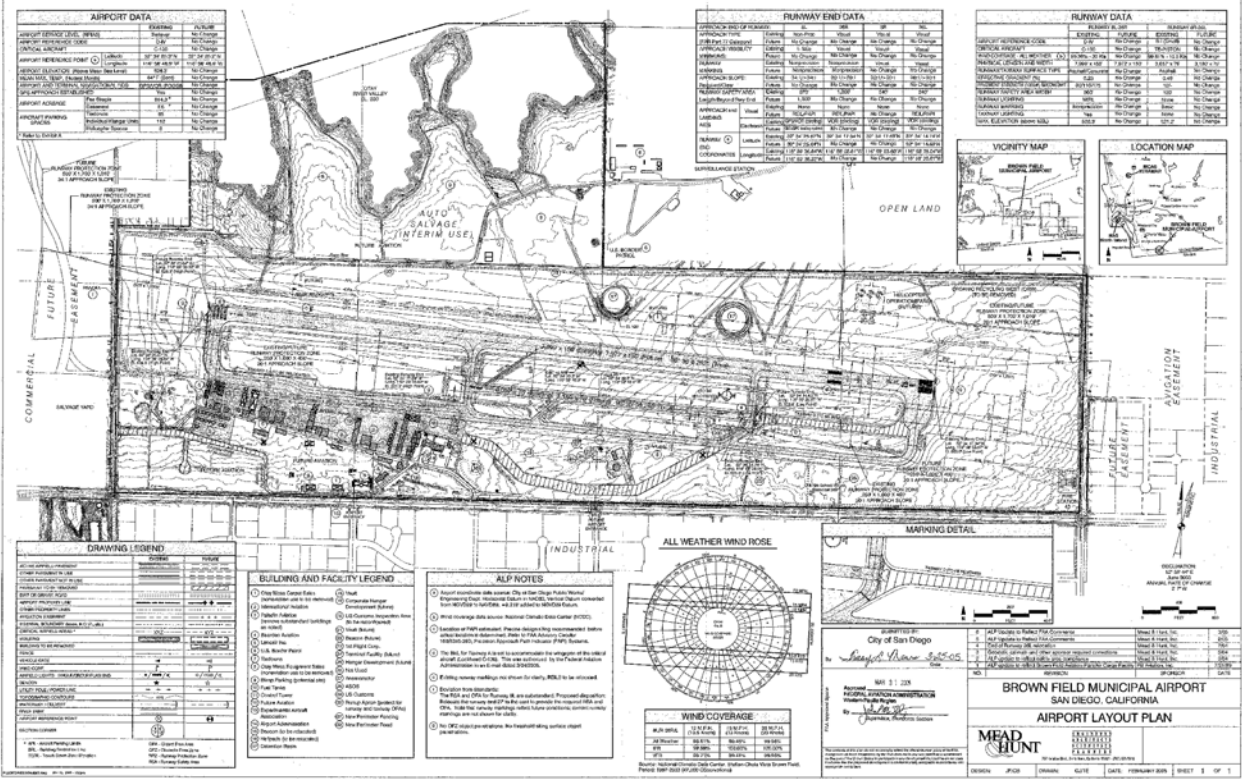




EXHIBIT “D”

ACKNOWLEDGEMENT BY PROPOSERS RESPONDING TO REQUEST FOR PROPOSALS BY THE CITY OF SAN DIEGO

The undersigned wish to respond to the request for proposals issued by the City of San Diego and hereby acknowledge that:

1. The City reserves the right to reject any or all proposals at any time at its sole discretion.
2. The act of submitting a proposal does not obligate the City in any way to approve, in whole or in part, including, without limitation, matters pertaining to land use entitlements or approvals, permits, waivers or reduction of fees, development or financing of the site or any other matters to be acted on by the City, as applicable; that all such matters shall be considered and processed by the City in accordance with all otherwise applicable City requirements and procedures and that the City reserves all rights to approve, disapprove, or approve with conditions all such matters in its sole discretion.
3. None of the matters described in any future draft leases, if any, or discussed during any future negotiations as a purported commitment or obligation of the City shall have any effect unless and only to the extent such matters are expressly set forth in a lease or other written agreement duly authorized and approved by the Mayor and/or City Council as required and approved by the City Attorney.
4. It is further specifically acknowledged, that the City shall not be responsible or held liable for any costs incurred by the undersigned in relation to the undersigned's submission to the City, regardless of the type or amount of costs incurred.

Signed:_____ Dated:_____

Signed:_____ Dated:_____

Signed:_____ Dated:_____

**EXHIBIT “E”****REGISTRATION OF INTEREST FORM**

Prospective respondents to this Request for Proposals are requested to complete the following information and return the form. Registrants will be informed of any addendums to this RFP or provided with any additional information of interest prior to the deadline for submission of proposals.

Subject: BROWN FIELD AIRPORT REQUEST FOR PROPOSALS

Name: _____

Firm: _____

Address: _____

Telephone: _____ **FAX:** _____

Email: _____

Signature: _____

Return this Form to:

Christian Anderson, Airport Development Coordinator
City of San Diego
Public Works – Airports Division
3750 John J. Montgomery Dr, San Diego, CA 92123
(858) 573-1433 FAX (858) 279-0536
email: canderson@sandiego.gov